

**Statement of Work (SOW) for
Propulsion, Power and Diesel Engine Systems –
Diesel Maintenance Strategy (DMS) Program Support**

1.0 INTRODUCTION

- 1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 421 and 422, which are jointly responsible for execution of the Diesel Maintenance Strategy (DMS) Program.
- 1.0.2 This Task Order is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied.
- 1.0.3 Government / Contractor Relationship
 - (a) The services to be delivered under this task order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.
 - (b) The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.
 - (c) Contractor personnel under this task order shall not engage in any of the inherently governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.
 - (d) Employee Relationship:
 - 1) The services to be performed under this task order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - 2) Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
 - (e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
 - (f) Notice: It is the Contractor's, as well as the Government's, responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.
 - 1) The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of

each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

- 2) The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

1.1 BACKGROUND

Maintenance designed to support the operational profile of the Optimized Fleet Response Plan (OFRP) is the primary mission of the Diesel Maintenance Strategy (DMS). DMS provides guidance for integrating the Diesel Readiness System (DRS), Mid-Cycle Assessments and Diesel Engine Inspections to provide DMS Core Element deliverables to maintenance teams. The information provided by the DMS system is used for planning and execution of maintenance in alignment with the O-FRP.

The objective of DMS is to baseline the class maintenance plan by technically validating Life Cycle Maintenance requirements. This in turn will provide guidance for Long-Range Maintenance Schedule (LRMS) provisioning to meet the vessels Expected Service Life (ESL) and to support the management of Engineering Core Maintenance documentation (e.g., CMP, Technical Foundation Paper [TFP], and Ship Sheets). DMS supports the Surface Maintenance Engineering Planning Program (SURFMEPP) End-to-End (ETE) maintenance philosophy by capturing Condition Based Maintenance requirements through the following:

- DRS continuous assessment process including engine performance and lube oil data
- Direct engagement with ships force personnel
- By evaluating engine material history for the purpose of validating technical documentation
- Review of ICAS and CMAS Data

DMS is designed to improve the accuracy of work specifications and provide a closed loop work product evaluation and improvement process. DMS also integrates the DRS program for technical evaluation of equipment, and adjudication of deferrals throughout the O-FRP cycle. This is accomplished by:

- Engine-line health monitoring
- Technical interaction
- Machinery history reviews via Diesel Readiness (DRS) Program initiatives
- Diesel Engine Inspection report reviews
- Time-directed maintenance actions

DMS Program Management is the responsibility of the In-Service Engineering Agent (ISEA) located at Naval Surface Warfare Center Philadelphia, PA. The ISEA manages the program on a ship class and engine type basis. The ISEA Class Program Managers (CPMs) report to the technical warrant holder in NAVSEA 05 for all DMS-related technical matters. The CPMs are responsible for providing SURFMEPP with all technical maintenance requirements for propulsion or power generation plant maintenance. This maintenance is to be conducted within ship repair availabilities in accordance with the SURFMEPP End to End (ETE) process. Assisting the CPMs are Diesel Life Cycle Engineering Representatives (DLERs) who are assigned long-term responsibility for individual ships.

1.2 SCOPE OF WORK

DMS is the current U.S. Navy program for providing diesel maintenance designed to support the operational profile of the Optimized Fleet Response Plan (OFRP). The objective of DMS is to baseline the class maintenance plan by technically validating the diesel Life Cycle Maintenance requirements. The DMS Program is applicable to the following ship classes and equipment:

- LSD 41/49 Class MPDE and SSDG
- LPD 17 Class MPDE and SSDG
- LHD 8/LHA 6 SSDG
- LCS 1 and 2 MPDE and SSDG
- LPD 17 Flight II MPDE and SSDG
- Future Surface Maintenance Engineering Planning Program (SURFMEPP) supported MPDE and SSDG

NSWCPD Codes 421 and 422 are responsible for DMS Program execution. This Statement of Work (SOW) describes services to be applied via Technical Instructions (TI) detailing specific support requirements within the scope of this SOW to assist NSWCPD with effective DMS Program execution. The overall scope of this SOW is to provide DMS Program support to NSWCPD Codes 421 and 422. The support will involve technical, logistics, training, administrative and program management efforts related to DMS Program execution. To that end, the contractor shall provide all services, personnel, facilities, expertise, supplies and incidental materials necessary to effectively execute the tasks listed herein.

2.0 APPLICABLE DOCUMENTS

2.1 NAVSEA Handbook S9233-FL-HBK-010, Diesel Maintenance Strategy

This document can be referenced

at: <https://weblog.navy.mil/propulsion/Secure/Default.aspx>

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

3.0. REQUIREMENTS

Within the scope of this task order, the contractor shall provide engineering, technical, administrative, program, logistics and training support necessary to support NSWCPD's efforts to effectively execute the DMS Program. Major functions the contractor will be expected to perform include:

3.1 DIESEL MAINTENANCE STRATEGY (DMS) ENGINEERING, TECHNICAL AND TRAINING SUPPORT

In support of the Navy's DMS Program, the contractor shall provide the following efforts:

- 3.1.1 Review of the Shipboard Automated Maintenance Management (SAMM) material history database for each assigned hull.
- 3.1.2 Review of shipboard monthly "DOCTOR" Diesel engine combustion analysis messages.
- 3.1.3 Review of diesel engine machinery operating conditions, logistics and repair issues, and electrical and controls related issues.
- 3.1.4 Review of diesel engine machinery maintenance actions and repair issues along with diesel engine electrical and controls related issues by accessing NMD, NDE, Propulsion Weblog, DMIS, CDMD-OA, MFOM-VSB.
- 3.1.5 Develop metrics and presentations to display the aforementioned data reviews in order to clearly illustrate/trend the problems, strengths, and weaknesses of each ships' availability planning process.
- 3.1.6 Baseline Availability Work Package (BAWP) Development Phase Actions
 - Attend the Life Cycle Planning Conference (LCPC), SURFMEPP's Mid-Cycle conference, and Integrated Project Team Development (IPTD) meetings.
 - Develop and submit the Availability Impact Analysis Branding Report (CDRL A003).
 - Develop and submit the Baseline Availability Work Package Branding Report (CDRL A003).
- 3.1.7 Availability Work Package (AWP) Integrated Phase Actions
 - Attend the Work Package Integrated Conference (WPIC) as the ISEA representative.
 - Conduct the Mid-Cycle Assessment (MCA); develop and submit the MCA Branding Report (CDRL A003).
 - Develop and submit Package Lock Reports as required (CDRL A003).
- 3.1.8 Availability Execution Phase Actions
 - Attend the Work Package Execution Review (WPER) at the start of the availability and participate in the interim availability completion conferences, which are chaired by the maintenance team at the 25/50/75% key events.
 - Develop and submit the Industrial Support Visit (ISV) Open & Inspect (O&I) Report (CDRL A003).
 - Conduct the Integrated Propulsion Plant Alignment Procedure (IPPAP); develop and submit the interim IPPAP Report (CDRL A003).
- 3.1.9 Availability Closeout Phase Actions
 - Attend completion conference
 - Develop and submit the Industrial Support Visit (ISV) Final Report (CDRL A003).
 - Develop and submit the Integrated Propulsion Plant Alignment Procedure Final Report (CDRL A003).
- 3.1.10 Training Actions
 - Coordinate DMS and Diesel Readiness System (DRS) training for NSWCPD 421/422

- Conduct ships force DMS and DRS refresher training
 - Conduct fleet concentration area, Surface Warfare Officer School (SWOS), Original Equipment Manufacturer (OEM) training visits as required to train personnel on utilization of the DMS and DRS program elements
 - Review current fleet diesel related training and recommend improvements and updates to improve shortfalls in the subject training.
 - Provide engineering and technical support for diesel engine training conducted by NSWCPD Code 42 including curriculum development, classroom instruction, and preparation of classroom presentations, classroom/student logistics and training materials related to DMS and DRS Propulsion and Power Generation Support.
 - Develop and implement training curriculum and exams based upon current fleet issues/events, technical documents, maintenance standards, personnel qualification standards (PQS) and PMS requirements.
- 3.1.11 Provide engineering and technical inputs for preparation of Diesel Technical Directives, Depot Level Maintenance Standards, PMS, Technical Manual revisions, Technical Foundation Paper and ICMP revisions, DMS Program documentation.
- 3.2 PROPULSION, POWER SYSTEMS AND DIESEL ENGINES - ENGINEERING AND ADMINISTRATIVE SUPPORT
- 3.2.1 Provide DMS engineering and administrative support for Propulsion, Power and Diesel Engines Systems program reviews, technical meetings and Navy Owner's Group meetings. Examples of engineering and administrative support include: preparation of draft agendas, announcement messages, status reports, presentations and Propulsion, Power and Diesel Engines Systems correspondence.
- 3.2.2 Preparation of formal DMS technical presentations and documentation including graphics support.
- 3.2.3 DMS Meeting, conference and training support. Examples of meeting, conference and training support include: organizing meetings, developing materials, participating on sub teams and training and completing action items.
- 3.2.4 Generating and distributing DMS meeting agendas, publishing minutes and tracking assigned action items.
- 3.2.5 Assistance with the development and tracking of DMS Plan of Action and Milestones (POAMs) for related Propulsion, Power and Diesel Engines Systems programs and projects.
- 3.3 PROPULSION, POWER AND DIESEL ENGINES SYSTEMS – TECHNICAL & LOGISTICS DOCUMENTATION SUPPORT
- 3.3.1 Provide DMS support in the area of development and updating of Propulsion, Power and Diesel Engines Systems technical and ILS documentation. Technical and logistics documentation to be updated includes but is not limited to Technical Manuals, Personnel Qualification Standards (PQS), Depot Level Maintenance Standards (MS), Technical Repair Standards (TRS), Process Control Procedures, Class Standard Work Templates, PMS (MIPs & MRCs), EOSS, and APLs. The contractor shall provide the technical support necessary to incorporate changes to this documentation resulting from feedbacks, advisories, technical bulletins, Technical Warrant Holder (TWH) guidance, hardware configuration changes

resulting from alteration installations, and other situations that arise which require the updating of technical and logistics support documentation.

4.0 DELIVERABLES AND DATA REQUIREMENTS

4.1 General

All products, documentation, data files and masters for products/reports etc. developed to support this requirement are the property of the Government and shall be turned over to NSWCPD upon request or at the completion of the order. Deliverables shall be developed and submitted in accordance with the task order Data Requirements Lists (CDRLs) and the specific requirements of each Task Instruction. Both electronic and hard copy deliverables may be required. Work products shall be submitted in media (e.g., DOC, XLS, PDF, etc.) as mutually agreed upon prior to submission. Unless otherwise specified, deliverable products may be in contractor format. All reports shall reflect both prime and Subcontractor data, if applicable, at the same level of detail.

4.2 Acceptance Criteria

Final inspection and acceptance of all work, reports, and other deliverables will be performed by the Government Subject Matter Expert (SME) at the place of delivery. General quality measures, as set forth below, will be applied to each work product delivered under this statement of work.

4.1.1 Accuracy - Deliverables shall be accurate in presentation, technical content, and adherence to acceptable elements of style.

4.1.2 Clarity – Deliverables shall be clear and concise. Any/all diagrams/text shall be easy to understand and relevant to the supporting narrative.

4.1.3 Consistency to Requirements - All deliverables must satisfy the general requirements of this statement of work, as well as the specific requirements of each Task Order.

4.1.4 File Editing - All electronic text and diagrammatic files shall be editable by the Government unless otherwise agreed.

4.1.5 Timeliness - Deliverables shall be submitted on or before the due date specified by the Government.

4.3 The contractor shall provide the following deliverables during the execution of this task order. The specific requirements for each deliverable are provided in applicable Contract Data Requirements Lists (CDRLs).

4.3.1 Contract Status Report (CDRL A001)

The contractor shall provide a monthly progress report, which shall briefly describe the work performed during each reporting period together with significant results thereof. This report will describe any problems encountered and propose solutions for their resolution. The report shall further provide the current technical and financial status of the effort. Informal appendices shall be included as necessary or required in the scope of work. The report shall also include the number of man-hours expended by labor category during the reporting period (including a list of specific contractor personnel who are part of the labor category), man-hours expended during the reporting period and cumulatively, ODCs expended during the reporting period and cumulatively, percent expended and the miscellaneous support costs incurred during the reporting period and cumulatively. Any subcontractor technical progress and financial expenditures shall be reported separately as attachments to the contractor's progress report.

The contractor's Monthly Status Report shall contain a Burn Rate Analysis as well as Incurred Cost Report updated on a monthly basis. The format for Burn Rate Analysis and Incurred Cost Report shall be IAW the Government provided templates as provided in Section J of the Task Order.

Submission of the report shall be done via electronic mail to the Contracting Officer's Representative (COR) and the Subject Matter Expert (SME) no later than the 15th day of each month.

4.3.2 Travel Report (CDRL A002)

The contractor shall develop and submit a trip report for each trip or travel occurrence conducted in support of this task order. Trip reports shall include sufficient information from the trip or travel occurrence as is necessary to effectively communicate the details and results from the travel conducted. At a minimum, each trip report shall include the following information:

- Trip Purpose
- Place(s) visited
- Contractor personnel making trip
- Personnel contacted
- Travel dates
- Background
- As-found conditions & Observations
- Actions Taken
- Conclusions & recommendations

Submission of this report shall be done via electronic mail to the COR and SME. Trip reports shall be submitted no later than 10 business days after completion of each trip.

4.3.3 Technical Reports (CDRL A003)

All other deliverables and data items submitted as part of this task order shall be submitted as technical reports. The format of each technical report shall be mutually agreed to prior to first submission. Each technical report shall contain a cover letter describing the contents of the deliverable, and shall contain a unique identifier which references the task instruction number, unique deliverable serial number, date of submission and revision (if applicable).

4.3.4 Small Business Utilization Report (CDRL A004)

The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

4.3.5 Contractor's Personnel Roster (CDRL A005)

The contractor shall develop and submit a personnel roster that lists all contractor personnel assigned to support this task order. The roster shall identify the following for each employee:

- Contractor name (last name first, first name, middle initial)
- Title/Code
- Phone number
- Email address
- Physical work address

- Contracting supervisor
- Government support POC
- Key/non-key designation
- Common Access Card (CAC) status, issue date and expiration date (as applicable)

The roster shall identify the following security clearance information for each employee:

- Date and place of birth
- Level of security clearance
- Issue date/expiration date
- Security clearance validated by Contractor's Facility Security Officer (FSO), including FSO name, phone and email address

Initial submission of the report shall be no later than ten (10) business days after task order award. Updates shall be provided on a monthly basis when personnel changes are made.

5.0 SECURITY REQUIREMENTS

5.1 The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

5.2 In accordance with the NISPOM DoD 5220.22M, Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility has made an unfavorable determination, access will be denied. For Common Access Card (CAC), contractor personnel must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in JPAS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

5.3 Contractor personnel that require a badge to work on-site at NSWCPD must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

5.4 Within 30 days after contract award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

5.5 In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

5.6 This effort may require access to classified information up to the CONFIDENTIAL level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a CONFIDENTIAL clearance. The requirements of the attached DD Form 254 apply.

5.7 The contractor is required to maintain a Facility Security Clearance (FCL) in accordance with the DD254 to perform certain work under the contract. Although it is not required at time of award, it shall be obtained within ninety (90) after award. Otherwise the government will have no obligation to continue ordering work under the contract and may not exercise any of the available options.

5.8 The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this task order, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD Security Office, Code 1051.

5.9 The Prime Contractor shall:

5.9.1 Forward signed copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security

5.9.2 Direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.

5.9.3 Submit the subcontractor request for public release through the technical point of contact identified on the DD 254.

Additional information related to the facility clearance process can be obtained by visiting www.dss.mil or http://www.dss.mil/isec/pcl_index.htm.

5.10 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA. When contractor employees, in the performance of their duties, are exposed to Planning, Programming, Budgeting and Execution (PPBE) data, a Non-Disclosure Agreement (NDA) with all affected contractor personnel must be executed in coordination with the COR and PCO to ensure safeguarding disclosure of this data.

5.11 OPERATIONS SECURITY (OPSEC) The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWC Philadelphia Division's (NSWCPD) Critical Information List (CIL) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The

Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI).

CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations. Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO and the COR, who will forward the request to the NSWCPD Public Release Authority for review.

Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other programs must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105.1). Questions concerning these requirements shall be directed to the PCO and the COR, who will forward the request to the NSWCPD Security Division (Code 105.1).

5.12 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)

All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

6.0 PLACE OF PERFORMANCE AND TRAVEL

6.1 While the majority of work will be performed at the Contractor's site(s), the contractor will be required to travel periodically in support of this task order. Travel will be to Naval activities, ships, industrial areas, and the facilities of other contractors, corporations and businesses associated with each particular task. Ships visits may be accomplished during industrial repair

availabilities and may require isolated underway periods. Travel locations include various CONUS and OCONUS locations, including Philadelphia, PA, Norfolk, VA, Beloit, WI, Mayport, FL, San Diego, CA, Lafayette, IN, Peoria, IL, Pearl Harbor HI, Washington, DC, Bahrain, Sasebo, Japan, and various Naval facilities and ship new construction yard facilities. Travel requirements are detailed in Table 1. The contractor shall make their own travel arrangements and process their own clearance data/messages required for admission to appropriate facilities.

Location	Number of Individuals	Number of Days	Number of Trips
Philadelphia, PA	14	5	20
Norfolk, VA	14	5	20
Beloit, WI	14	5	10
Mayport, FL	27	5	15
San Diego, CA	27	5	20
Lafayette, IN	14	5	10
Pearl Harbor, HI	14	7	25
Bahrain	7	10	5
Peoria, IL	14	5	20
Washington DC	7	5	5
Sasebo, Japan	14	10	10

Table 1

Note 1: The number of individuals per trip indicated in Table 1 is expressed as a fraction of the total number of billets requiring travel per year

Note 2: The information in Table 1 is expressed on a program level, and does not reflect specific individual trips.

6.2 The number of times the Contractor may be required to travel to each location cited in Table 1 may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved by the COR before travel occurs. Approval may be via the Technical Instruction (TI). In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice.

6.3 All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with the requirements of CDRL A002.

6.4 The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

7.0 PERSONNEL

7.1 Personnel Requirements:

All persons proposed in key and non-key labor categories shall, within fourteen (14) calendar days after task order award, be U.S. citizens holding at least a current CONFIDENTIAL clearance, or possess a favorable DCSA adjudication as outlined in section 5.6.

The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the technical efforts described herein. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all task order specification requirements and those set forth in the task order.

The Government reserves the right, during the life of this task order, to request work histories on any contractor employees for the purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this task order shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable and professional manner.

If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden shall be on the contractor to show that the person in question is qualified as prescribed herein.

7.2 Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime premium or will state "zero" if not approved. If overtime premium has not been approved under this task order in accordance with Clause 52.222-2, overtime effort to be performed shall be requested from the Contracting Officer prior to performance of premium overtime. For overtime premium costs to be allowable costs, the Contracting Officer is required to approve the performance of overtime prior to the actual performance of overtime. The dollar amount in FAR 52.222-2 shall equal overtime premium negotiated between the Government and the prime contractor. This overtime premium amount shall equal the prime contractor's unburdened premium OT labor costs plus the subcontractors' fully burdened premium OT labor costs.

7.3 The Level of Effort for the performance of the resultant task order is based on the labor categories and hours per year indicated in Table 2. This work is anticipated to be 90% Contractor site and 10% Government site.

NSWCPD Labor Category Title	eCRAFT Title	eCRAFT Code	Gov't Site Hours	Gov't Site OT Hours	KTR Site Hours	KTR Site OT Hours
Program Manager*	Program/Project Manager II*	MANP2	192	0	1,728	0
Program Technical Coordinator*	Program/Project Manager II*	MANP2	192	0	1,728	0
Technical Program Manager*	Program/Project Manager II*	MANP2	768	48	6,912	432
Diesel Lifecycle Engineering Training Coordinator	Engineering Technician IV	30086	384	48	3,456	432
Diesel Lifecycle Engineering Representative	Engineering Technician IV	30086	5,184	648	46,656	5,832
Mechanical/Marine Engineer	Mechanical Engineer II	EM2	1,728	108	15,552	972
Senior Mechanical Engineering Technician	Engineering Technician IV	30086	1,728	108	15,552	972
Total Hours Per Year = 111,360			10,176	960	91,584	8,640

Table 2

(*) Denotes Key Personnel

7.4 Key Personnel

The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this task order. Resumes shall be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for task areas C.3.1-C.3.8 in the performance work statement.

The Contractor shall provide individuals to fill the key positions identified below:

7.4.1 Program Manager

(Program/Project Manager II - eCRAFT MANP2) (1 Resume)

Target Education: Bachelor's Degree in a Technical or Managerial Program of study from an accredited college or university.

Target Experience: Ten (10) years of experience performing Project Management duties including task order management, budgeting, scheduling, planning, estimating, and progress tracking (project and financial) and planning of programs and projects.

7.4.2 Program Technical Coordinator

(Program/Project Manager II - eCRAFT MANP2) (1 Resume)

Target Education: Bachelor's Degree in Mechanical or Marine Engineering or a related technical field of study from an accredited college or university. Preference will be given to candidates with advanced degrees or certificates directly related to Engineering, Program or Project Management.

Target Experience: Personnel should have at least ten (10) years of experience in Program Management of a Navy technical or availability planning programs. Must be proficient with the use of a computer and all Microsoft Office applications to develop availability planning spreadsheets, metrics, and flag level presentations.

7.4.3 Technical Program Manager

(Program/Project Manager II - eCRAFT MANP2) (4 Resumes)

Target Education: Bachelor's Degree in Mechanical or Marine Engineering. In lieu of the education requirement, the candidate may use related work experience to satisfy the target education requirements. In this case, the candidate should demonstrate at least fifteen (15) years of US Navy Engineman experience in the areas of diesel propulsion and power generating systems, with specific operational and maintenance experience demonstrated on the following engine lines: Colt-Pielstick PC2.5, FME Opposed Piston, Caterpillar 3608, or Colt-Pielstick PA6B.

Target Experience: Twelve (12) years of Marine Engineering or US Navy Engineman experience in the areas of diesel propulsion and power generating systems. Must be proficient with the use of a computer and all Microsoft Office applications.

7.5 Non-Key Personnel

Although resumes for "Non-Key Personnel" are not required, offerors must fully demonstrate their ability to provide the non-key personnel listed below who meet the requirements that follow. The Contractor shall certify in their proposal that they have these non-key personnel and provide a statement as to their ability to supply the personnel with the experience required to perform the efforts specified in the performance work statement. All non-key personnel performing under this Task Order shall meet the Government's minimum requirements as stated below. The Contractor shall provide individuals to fill the non-key positions identified below:

7.5.1 Diesel Lifecycle Engineering Training Coordinator

(Engineering Technician IV - eCRAFT 30086)

Minimum Education: HS diploma or GED

Minimum Experience: Ten (10) years US Navy Training experience in the areas of diesel propulsion and power generating systems with a Master Training Specialist (MTS) or equivalent certification. Personnel shall have Diesel Maintenance Strategy (DMS) and Diesel Readiness System (DRS) experience, and a working knowledge of Colt-Pielstick 2.5, FME Opposed Piston, Caterpillar 3608, and Colt-Pielstick PA6B engine lines.

7.5.2 Diesel Lifecycle Engineering Representative (Engineering Technician IV - eCRAFT 30086)

Minimum Education: HS diploma or GED

Minimum Experience: Fifteen (15) years of US Navy Engineman or relevant maritime experience in the areas of Navy diesel propulsion and power generating systems. Three (3) years of experience with the Diesel Maintenance Strategy (DMS) and Diesel Readiness System (DRS) programs. Experience should include prior certification as a US Navy Fleet Diesel Engine Inspector (DEI) and/or an OEM Technical Service Representative. Personnel should have at least four (4) years of experience with Colt-Pielstick 2.5, FM Opposed Piston, Caterpillar 3608, or Colt-Pielstick PA6B engine lines. Personnel shall be fully capable with the use of the Shipboard Automated Maintenance Manager (SAMM) software; diesel engine performance analysis (DEPA) data collection, reviewing and analyzing engine data to provide technical recommendations, and performing engine balance/grooming events.

7.5.3 Mechanical (Marine) Engineer (Mechanical Engineer II - eCRAFT EM2)

Minimum Education: Bachelor's Degree in Marine or Mechanical Engineering from an accredited college or university.

Minimum Experience: Four (4) years of experience in the development and technical review of Diesel Engine technical documentation. Three (3) years of experience with the Diesel Maintenance Strategy (DMS) and Diesel Readiness System (DRS) programs. Examples are technical manuals, planned maintenance, depot level maintenance standards and operational procedures. Preference will be given to personnel that are USCG Licensed Marine Engineers with sailing experience or personnel that have experience with US Navy diesel system or propulsion plant inspections/assessments (i.e. Builders, acceptance and final task order trials, DEBA, etc.).

7.5.4 Senior Mechanical Engineering Technician (Engineering Technician IV - eCRAFT 30086)

Minimum Education: HS diploma or GED

Minimum Work Experience: Five (5) years of US Navy Engineman experience in the areas of diesel propulsion and power generating systems. Three (3) years of experience with the Diesel Maintenance Strategy (DMS) and Diesel Readiness System (DRS) programs. Experience should include prior certification as a US Navy Fleet Diesel Engine Inspector (DEI). Personnel should have experience with Shipboard Automated Maintenance Manager (SAMM), conducting DOCTOR Diesel engine performance analyses (DEPAs), reviewing DOCTOR data and providing technical recommendations to correct out-of-parameter conditions.

8.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

In addition to the requirements of Clause C-237-W001 “Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)”, the contractor is required to provide supporting accounting system reports, at the Contracting Officer’s request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the task order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer’s request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

9.0 PURCHASES

Only items directly used and incidental to the services for this task order and for work within the scope of the Statement of Work shall be purchased under the Other Direct Cost (ODC) line items. Individual purchases above \$5,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request and supporting documentation shall be submitted via email to the Contracting Officer and the Contracting Officer's Representative (COR), and shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing.

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the

National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other

facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall

maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 8 July 2020 in response to NAVSEA Solicitation No. **N6449820R3006**.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR 52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S.

Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

- (a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.
- (b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.
- (c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.
- (d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.
- (e) The Safety Office points of contacts are as follows:
Paul Breeden; Paul.Breedan@navy.mil

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

CDRL A001 Monthly Status Report
CDRL A002 Trip Report
CDRL A003 Technical Report
CDRL A004 Small Business Utilization Report
CDRL A005 Contractor's Personnel Roster

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

- (a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
<http://www.gidep.org>

(End of Text)

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

(End of Text)

C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of Text)

C-233-H001 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT--BASIC (NAVSEA) (OCT 2018)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

- (i) The calendar period of time during which disruption occurred, or will occur;
- (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
- (iii) Trade(s) disrupted, with a breakdown of man-hours for each trade;
- (iv) Scheduling of trades before, during, and after period of disruption;
- (v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of Text)

**C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION
(NAVSEA) (OCT 2018)**

(a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center, Philadelphia Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

(c) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://dod.ecmra.support.desk@mail.mil>.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel for this award are identified as follows:

Labor Category	Name
Program/Project Manager II	Brian McGarrigle
Program Technical Coordinator	Doug Chandler
Technical Program Manager	David Sellers
Technical Program Manager	Ron Stafford
Technical Program Manager	Juan Valencia
Technical Program Manager	Eric Akins

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (ePRU). The ePRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm.

If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

C-242-H002 POST AWARD MEETNG (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 30 days after award of the task order. The post-award meeting may be conducted via telephone conference or in person at the direction of the contracting officer. In the event the meeting is held in-person, the meeting will be held at the address below:

Naval Surface Warfare Center, Philadelphia
Building 4
5001 S. Broad Street
Philadelphia, PA 19112

(b) The contractor will be given 7 working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of
 - (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime,
 - (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)